

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 02/16/05

Division: Public Works

Bulk Item: Yes X No     

Department: Fleet Management

**AGENDA ITEM WORDING:** Approval to award fuel contract to low bidder Dion Oil Co. and authorize Mayor to execute same.

**ITEM BACKGROUND:** The attached bid opening tabulation sheet guarantees that Monroe County will not be charged more per gallon than the following prices above Port Everglades Florida Terminal purchase (RACK) price – Key West \$0.0825, Sugarloaf \$0.0775, Marathon \$0.0675, Plantation Key \$0.0650, Key Largo \$0.0500.

**PREVIOUS REVELANT BOCC ACTION:** On March 20<sup>th</sup>, 2002 the BOCC authorized execution of the current contract with Dion Oil Co. and has since authorized two (2) one-year renewal options.

**CONTRACT/AGREEMENT CHANGES:** n/a – new contract

**STAFF RECOMMENDATIONS:** Approval.

**TOTAL COST:** Approx. \$837,000

**BUDGETED:** Yes X No     

**Acct#:** 504-23502-530521 & 523

**COST TO COUNTY:** Approx. \$232,000

**SOURCE OF FUNDS:** 55% ad valorem/45% gas tax

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty.      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**



Dent Pierce

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

**ADMINISTRATIVE SERVICES DEPARTMENT**

**PURCHASING OFFICE**

**TABULATION SHEET**

OPEN DATE: JANUARY 11, 2005 AT 11:00 AM

TITLE: DIESEL FUEL AND GASOLINE SUPPLIER

| RESPONDENT                    | Unleaded Gasoline   | Diesel  |
|-------------------------------|---|---|
| John R. McKenzie Jobber, Inc. | .360 all locations  | .360 all locations  |
| Dion Oil Company, LLC         | .0825 Key West<br>.0775 Sugarloaf<br>.0675 Marathon<br>.0650 Plantation Key<br>.0500Key Largo | .0825 Key West<br>.0775 Sugarloaf<br>.0675 Marathon<br>.0650 Plantation Key<br>.0500Key Largo |
|                               |   |   |
|                               |   |   |
|                               |   |   |
|                               |   |   |
|                               |   |   |
|                               |   |   |

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office

Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

**DION OIL COMPANY, LLC**  
**P.O. Box 1209**  
**Key West, FL 33041-1209**  
**305-296-2000**

Monroe County Public Works  
Purchasing Office  
1100 Simonton St, Room 2-213  
Key West, Fl 33040

Gentlemen:

This letter will notify the Board of County Commissioners of Monroe County of our desire to bid on the deliver of Diesel Fuel and Unleaded Gasoline as specified in BID-FMS-11-354-2005/PUR.

Dion Oil Company is a long established Monroe County business with more than 40 years experience in the petroleum and lubricant industry. To better serve our customers' needs, we maintain contact with several major oil companies. Our main supplier, Citgo Petroleum Corporation offers a No.2 Diesel fuel and Unleaded Gasoline that we will supply to meet your needs. A material safety data sheet that outlines this product is enclosed.

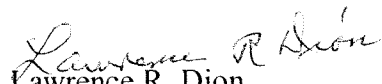
Dion Oil Company will offer a 1-% net 10 discount. All invoicing will be accompanied by price verification as supplied via DTN transmission.

Dion Oil Company has an established Drug Free Workplace Policy. We feel that by eliminating drug and alcohol abuse, we will improve the health, safety and productivity of our employees, and in turn the quality of service we offer our customers.

We have fuel trucks stationed here 24hours a day 7 days a week. I live in Key West. This enables us to quickly react to the needs of the county during emergency situations such as hurricane GEORGES and/or other critical situations.

In closing, we at Dion Oil Company hope to again have Monroe County Public Works and the District School Board as valued customers.

Sincerely,

  
Lawrence R. Dion  
Dion Oil Company LLC

Enclosures

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Dion Oil Company

Effective Date:3/20/05

Expiration Date: 3/20/06

Contract Purpose/Description: Supply diesel fuel and unleaded gasoline to Monroe County and Monroe County School Board fueling facilities throughout the Keys.

Contract Manager: Roy Sanchez  
(Name)

3572  
(Ext.)

Fleet Management  
(Department)

for BOCC meeting on 2/16/05

**Agenda Deadline: 2/1/05**

## CONTRACT COSTS

**Total Dollar Value of Contract: \$767,000.00**

**Current Year Portion: \$415,000.00 approx**

Budgeted? Yes ☒ No ☐

Account Codes: ALL DEPARTMENTS PLUS SHERIFF,  
HIGHWAY PATROL AND OTHER AGENCIES-\_\_\_\_\_ -

Grant: \$\_\_\_\_\_

County Match: \$

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr

For: \_\_\_\_\_

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

Division Director \_\_\_\_\_ Date In \_\_\_\_\_ Changes Needed Yes ☐ No ☐ Reviewer Chris P. Date Out 1/28/05

Risk Management -25-05 Yes ☐ No ☒ [Signature] -25-05

O.M.B./Purchasing \_\_\_\_\_ Yes ☐ No ☒ Shirley A. Barker 1/25/05

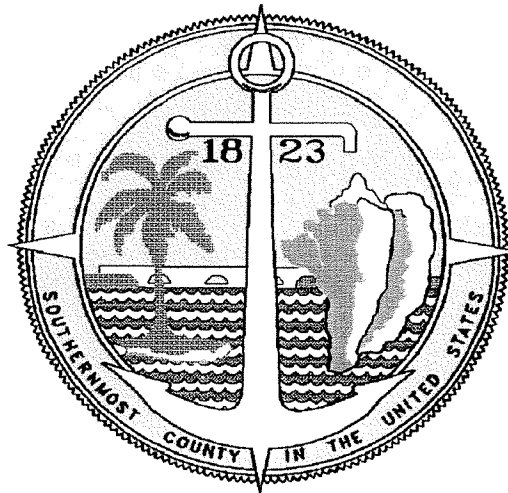
County Attorney 1/19/2015 Yes ☐ No ☒ [Signature] 1/24/0

Comments:

**MONROE COUNTY DIVISION OF PUBLIC WORKS  
FLEET MANAGEMENT DEPARTMENT**

**BID PACKAGE**

**DIESEL FUEL AND UNLEADED GASOLINE SUPPLIER  
MONROE COUNTY, FLORIDA**



**BOARD OF COUNTY COMMISSIONERS**

Mayor Dixie M. Spehar, District 1  
Mayor Pro Tem, Charles "Sonny" McCoy, District 3  
Commissioner George Neugent, District 2  
Commissioner David P. Rice, District 4  
Commissioner Murray E. Nelson, District 4

**COUNTY ADMINISTRATOR**  
Thomas J. Willi  
**CLERK OF THE CIRCUIT COURT**  
Danny L. Kolhage

**DIRECTOR OF PUBLIC WORKS**  
C. Dent Pierce  
**DIRECTOR OF FLEET MANAGEMENT DEPARTMENT**  
Roy Sanchez

December 2004

Prepared by  
Monroe County Public Works  
Fleet Management Department

## **SECTION ONE INSTRUCTION TO BIDDERS**

### **1.01 DESCRIPTION**

The Board of County Commissioners of Monroe County, Florida, (hereinafter "County") is seeking bids from fuel suppliers (hereinafter "Contractor") to deliver approximately 375,000 gallons of 86-87/88-89/92-93 Octane gasoline, 120,000 gallons of Number Two Diesel fuel, and an average of 1000 gallons of High Sulfur Diesel fuel (barring some type of emergency or disaster) to our facilities from Key West to Key Largo annually.

- A. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.
- B. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.
- C. The Vendor shall deliver these fuels to areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00pm.
- D. All deliveries must be witnessed and delivery tickets must be signed and dated by Monroe County personnel.
- E. The Vendor shall have the capability to pump fuel into aboveground tanks through standard quick detachable couplings.
- F. The Vendor shall have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.
- G. The fuel facilities are located throughout the Keys from Key West to Key Largo. Locations to be serviced shall include, but shall not be limited to, the following:
  - Key Largo (School Board) – Key Largo Elementary School (MM 105), behind school
  - Plantation Key (Monroe County Fleet Management) – 186 Key Heights Drive, behind Sheriff's Substation
  - Marathon (Monroe County Fleet Management) – 10600 Aviation Blvd., NE end of Airport
  - Sugarloaf Key (School Board) – Sugarloaf School (MM19.5), Crane Blvd., behind school

- Key West (Monroe County Fleet Management) – 3583 S. Roosevelt Blvd., by entrance to Airport
- Key West (School Board) – 242 White St., (Use entrance on Trumbo Road, go north on Grinnell St. one block past Caroline St., turn right into the School Board Compound)

The Contractor shall be responsible to obtain and display any necessary placards required by FDEP (Florida Department of Environmental Protection), DOT (Department of Transportation), or any other governing body during the term of this contract.

#### 1.02 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. The OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Bids.

#### 1.03 QUALIFICATIONS OF BIDDERS

- A. Each bid must contain evidence of the bidder's qualifications to do business in the area where the project is located.
- B. To demonstrate qualifications to perform the work, each bidder shall submit written evidence as to previous successful contractual and technical experience in similar work including references, description, volume of present commitments, evidence of possession of valid state, county, and local licenses, and Certificates of Competency covering all operations and all areas of political jurisdiction involved in the work of this project and such other data as may be requested by the OWNER.
- C. The Non-Collusion Affidavit, Sworn Statement under Ordinance No. 10-1990, Drug Free Workplace Form must be submitted with bid.

#### 1.04 DISQUALIFICATIONS OF BIDDERS

- A. One Bid: Only one bid from an individual, firm, partnership, or corporation under the same or under different names will be considered. In the event evidence is discovered which indicates a bidder has interest in more than one bid for the work involved, all bids in which such a bidder is interested may be rejected.
- B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section

287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$10,000.00

#### 1.05 EXAMINATION OF BID DOCUMENTS

- A. Each bidder shall carefully examine the specifications and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the agreement. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the agreement.
- B. Should a bidder find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the OWNER.

#### 1.06 GOVERNING LAWS AND REGULATIONS

- A. The bidder is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.
- B. The bidder shall include in his bid prices all sales, consumer, use, and other taxes required to be paid in accordance with the law of the State of Florida, and Monroe County.

#### 1.07 PREPARATION OF BIDS

- A. Signature of the bidder: The bidder must sign the Proposal forms in the space provided for the signature. If the bidder is an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the bidder is a corporation, the title of the officer signing the bid on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the bid must be submitted. The bidder shall state in the bid the name and address of each person interested therein.
- B. Basis for Bidding: The bid price shall be according to the proposal form the bid prices shall remain unchanged for the duration of the project and no claims for cost escalation during the progress of the work will be considered.

#### 1.08 SUBMISSION OF BIDS

- A. Two signed originals of each bid shall be submitted.
- B. the bid shall be submitted in a sealed envelope which shall be marked so as to clearly indicate its contents and the name of the bidder. If forwarded by mail, the above mentioned envelope shall be enclosed in another



envelope addressed to the entity and address stated in the Notice of Calling for Bids, and preferably by special delivery, registered mail: if forwarded otherwise than by mail, it shall be delivered to the same address. Bids will be received until the date and hour stated in the Notice of Calling for Bids.

- C. Each bidder shall submit with his bid the required evidence of his qualification.

## Contract

### DIESEL FUEL & UNLEADED GASOLINE SUPPLIER

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the COUNTY OF MONROE, STATE OF FLORIDA, and political subdivision of the State of Florida hereinafter called "County" and Dion Oil Company, LLC hereinafter called "Vendor".

### WITNESSETH:

That the parties hereto for the consideration hereinafter names, agree to the following:

#### I. DESCRIPTION:

A. The Vendor shall deliver Number Two Diesel fuel, High Sulfur Diesel fuel and 86-87/88-89/92-93 Octane Gasoline to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00pm.

B. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.

C. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.

D. All deliveries must be witnessed and delivery tickets must be signed and dated by Monroe County personnel.

E. The Vendor shall have the capability to pump fuel into aboveground tanks through standard quick detachable couplings.

F. The Vendor shall have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.

#### II. TERM OF CONTRACT

A. This contract shall be for a period of One (1) year commencing upon the day in which it has been executed by both parties.

B. The County shall have the option to renew this agreement after the first year, for two (2) additional one (1) year periods.

### III. HOLD HARMLESS

The Vendor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Vendor or any of its Subcontractor(s) in any tier, occasioned by the negligence or other wrongful act or omission of the Vendor or its Subcontractor(s) in any tier, their employees, or agents. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

### IV. INSURANCE

Prior to execution of this agreement the Vendor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as stated in the General Insurance Requirements for Suppliers of Goods or Services section of this contract.

### V. PAYMENT

A. Price per gallon shall reflect Port Everglades Florida Terminal (RACK) charges.

B. Monroe County may not be charged more than the following prices listed above market (RACK) price from date ordered.

#### Unleaded Gasoline (Any Octane)

|                 |                |
|-----------------|----------------|
| \$ <u>.0825</u> | Key West       |
| \$ <u>.0775</u> | Sugarloaf      |
| \$ <u>.0675</u> | Marathon       |
| \$ <u>.0650</u> | Plantation Key |
| \$ <u>.0500</u> | Key Largo      |

#### Diesel (#2 and High Sulfur)

|                 |                |
|-----------------|----------------|
| \$ <u>.0825</u> | Key West       |
| \$ <u>.0775</u> | Sugarloaf      |
| \$ <u>.0675</u> | Marathon       |
| \$ <u>.0650</u> | Plantation Key |
| \$ <u>.0500</u> | Key Largo      |

C. The Vendor shall submit invoice to the County, itemizing the delivery location, the requesting department, the RACK prices, and all taxes, for each delivery to the locations described herein.

D. Upon receipt of Invoice the County shall have thirty days to render payment to Vendor.

G. Diesel fuels and Gasoline taxes must be itemized on each invoice.

#### VI. INDEPENDENT VENDOR

At all times for all purposes under this agreement the Vendor is an independent Contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Vendor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

#### VII. ASSURANCE AGAINST DISCRIMINATION

Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

#### VIII. ASSIGNMENT

Vendor shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provision of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the Vendor.

#### IX. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Vendor shall abide by all statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this Vendor immediately upon delivery of written notice of termination to the Vendor.

#### X. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

For County:  
Fleet Management Services  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

For Vendor:  
Dion Oil Company LLC  
P. O. Box 1209  
Key West, FL 33041-1209

XI. FUNDING AVAILABILITY

In the event that funds from Fleet Management Services operating Gasoline and Diesel Accounts are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of services/goods specified herein, this agreement may then be terminated immediately at the option of the county by written notice of termination delivered in person or by mail to the Vendor. The County shall only be obligated to pay for any goods delivered by the Vendor until the Vendor has received written notice of termination due to lack of funds.

XII. PROFESSIONAL RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of vendor.

XIII. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$3000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

XIV. TERMINATION

If the Vendor fails to fulfill the terms of this agreement, or attachments, properly or on time, otherwise violates the provisions of the agreement, the County may terminate the contract by written notice. The notice shall specify cause. The County shall pay the vendor the contract price for goods delivered but not paid for on the date of termination, less any amount of damages caused by the Vendor's breach. If those damages are more than the amount due the Vendor then the Vendor remains liable to the County for the excess amount.

XV. APPLICABLE LAWS AND VENUE

This contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County, Florida.

In witness whereof, the parties hereto have executed this agreement the day and year first above written,

COUNTY OF MONROE,  
STATE OF FLORIDA

BY \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

\_\_\_\_\_  
CLERK

VENDOR:

BY \_\_\_\_\_

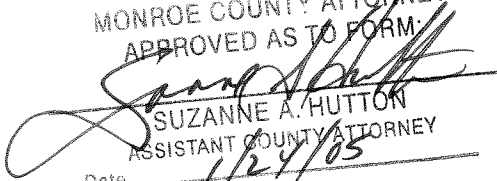
DATE: \_\_\_\_\_

(Corporate Seal)

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 1/24/05